

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA

Plaintiff,

-v-

19-CV-6914 EAW-MJP

RAYMOND SCOTT,

Defendant.

JOINT STIPULATION OF DISMISSAL

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, and in accordance with the terms and conditions of the Settlement Agreement, attached hereto, the United States of America, through its undersigned counsel, and Raymond Scott hereby jointly stipulate to the dismissal of this action with prejudice to the United States as to the claims set forth in its Complaint filed December 17, 2019 (ECF No. 1).

Respectfully submitted,

DATED: April 13, 2022

TRINI E. ROSS
United States Attorney
Western District of New York

/s/Raymond Scott
RAYMOND SCOTT
2181 Starling Avenue
Apartment 5B
Bronx, NY 10462

Defendant

/s/David M. Coriell
DAVID M. CORIELL
Assistant U.S. Attorney
138 Delaware Avenue
Buffalo, NY 14202
(716) 843-5731

Counsel for the United States

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Attorney's Office for the Western District of New York and on behalf of the Social Security Administration (collectively the "United States"), through its authorized representatives, and Raymond Scott (hereafter collectively referred to as "the Parties"), on behalf of himself.

RECITALS

A. Raymond Scott (date of birth July 19, 1952) resides at 2181 Starling Avenue, Apartment 5B, Bronx, NY 10462.

B. On December 17, 2019, the United States filed an action in the United States District Court of Western District of New York captioned *United States v. Raymond Scott*, 19-cv-1680 (W.D.N.Y.) (the Civil Action).

C. The United States contends that it has certain civil claims against Raymond Scott arising from Social Security Disability Insurance ("SSDI") benefits that he improperly received and SSDI auxiliary benefits he caused to be paid to his daughter (collectively, "SSDI benefits") using a Social Security Number ("SSN") ending in '0017 ("SSN '0017") between October 2015 and June 2018. Mr. Scott failed to disclose the existence of another SSN that had been previously issued to him ("SSN '4904"). During the time that Mr. Scott was receiving SSDI benefits under SSN '0017, Mr. Scott also earned wages using SSN '4904. Because Mr. Scott did not disclose the existence of SSN '4904 when applying for SSDI benefits, SSA did not consider wages earned under SSN '4904 when calculating Mr. Scott's SSDI benefits under SSN '0017. Accordingly, Mr. Scott's

concealment of SSN '4904 resulted in an overpayment of SSDI benefits to Mr. Scott. The aforementioned conduct is referred to as the Covered Conduct.

In consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Raymond Scott shall pay to the United States Thirty-Three Thousand Nine-Hundred Ninety-Eight dollars (\$33,998) (Settlement Amount), all of which is restitution. The Settlement Amount will be paid through withholdings to Mr. Scott's Social Security retirement benefit pursuant to the terms and schedule set forth in the Letter that SSA issued to Mr. Scott on June 22, 2021, attached hereto as Exhibit A, unless the Parties mutually agree to alter the terms or schedule.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, the United States releases Raymond Scott from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;

- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;

4. Raymond Scott waives and shall not assert any defenses he may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Raymond Scott in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Raymond Scott's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Raymond Scott makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

7. This Agreement is intended to be for the benefit of the Parties only.

8. Upon execution of this Agreement, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

9. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

11. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Western District of New York. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

13. The undersigned signatories represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

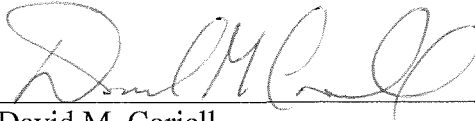
14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

15. This Agreement is binding on Raymond Scott's successors, transferees, heirs, and assigns.

16. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

17. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 4/4/2022 BY: 
David M. Coriell
Assistant United States Attorney
Western District of New York

DEFENDANT

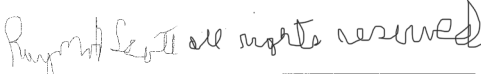
DATED: 4-8-22 BY:  all rights reserved
Raymond Scott

Exhibit A

Mid-Atlantic Program Service Center
300 Spring Garden Street
Philadelphia, Pennsylvania 19123-2992
Date: June 22, 2021
BNC#: [REDACTED]

RAYMOND SCOTT
2181 STARLING AVE
APT 5B
BRONX NY 10462-4352

Month(s)	Amount you will receive	Amount withheld	Balance you owe
06/21	\$1,762.00	\$214.00	\$35,924.00

You will receive your full regular monthly payment beginning August 2035.

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-269-0271 (TTY 1-866-501-2101).

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If You Have Questions

We invite you to visit our website at www.socialsecurity.gov on the Internet to find general information about Social Security. If you have any specific questions, you may call us toll-free at 1-800-772-1213, or call your local Social Security office at 866-931-2526. We can answer most questions over the phone. If you are deaf or hard of hearing, you may call our TTY number, 1-800-325-0778. You can also write or visit any Social Security office. The office that serves your area is located at:

SOCIAL SECURITY
2ND FLOOR
1380 PARKER STREET
BRONX NY 10462

If you do call or visit an office, please have this letter with you. It will help us answer your questions. Also, if you plan to visit an office, you may call ahead to make an appointment. This will help us serve you more quickly when you arrive at the office.

CERTIFICATE OF SERVICE

I, David M. Coriell, hereby certify that on April 13, 2022 I caused the foregoing to be served on Defendant Raymond Scott by email and First Class Mail at the following address:

2181 Starling Avenue
Apartment 5B
Bronx, NY 10462
raymondscott@me.com

/s/ David M. Coriell
David M. Coriell
Assistant U.S. Attorney